## THE MIDSUMMER CLEARANCE SALE

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## Tuesday Special

12 dozen Pillow Slips, full sizes, well made, worth 20c each, for .. 15c 1 case fancy Domet Flannels, our 12 1-2e qualities, for, per yard ... 9c Toilet Soap, worth 5c cake, only 50 dozen in the lot, for Tuesuay

27-inch fancy China Silks, pretty figures, worth 60c, 75c and 90c

Lot apron check Ginghams ...... 44e About 15 pieces of 121-2c, 15e and 18e dress Ginghams at, per yard ......10e

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PIANOS at low prices for cash. PIANOS on long payments.

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PIANOS moved with care. PIANOS packed and shipped. PIANOS stored with insurance. PIANOS for concerts and entertainments.

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## THE PASSING OF THE CARPET

[Southern Architect.]

In this country polished hardwood floors have been gaining in favor steadily and in the East are so well known that no word of explanation is necessary. There no modern home is considered complete without some, if not all, its floors so treated. Dining rooms, hall and sleeping rooms are especially to be recommended for this method. It is considered that finer effects can natural color polished to bring out its beauty as a background for rugs, than by any dull background such as carpets afford; then, too, the cleanly appearance that ices, as in the under floor, to catch and hold the deposit of each season.

It makes a difference who lays it. We lay the best-guaranteed.

## -ASTMAN, SCHLEICHER

ART EMPORIUM. Telephone 500.

#### REGILDING

No matter how black and dirty those old gold frames upstairs, or in your attic, are, we can regild them AS GOOD AS NEW. And the oldrashioned shapes, oval, etc., are all the style now.

THE H. LIEBER COMPANY,

23 South Meridian St.

TWO PATROLMEN FIGHT.

They Were Playing Cards and One Taunted the Other.

The majority of the officers at the police station while waiting for orders sit around in groups and play cards. Patrolmen Albertsmeyer and Al Johnson are doing night duty, and Sunday afternoon they left their bunks at Camp Powell and went over to the police station to play cards with the other officers. The two got in a the surgical room. There were four in the game, each man playing for himself. Johnson is a native of Sweden, but he has been in this country for a number of years and is thoroughly naturalized. He has not been on the force over two months. Albertsmeyer learned that Johnson was a Swede and on all opportunities offered he would taunt Johnson with being a "jay" and other remarks in that line. It was all taken in good humor at first, but up to within a few days before the officers were ordered to remain at the polittle joke and told Albertsmeyer to quit calling him that. However, Albertsmeyer dld not think that Johnson was serious and he continued to poke fun at him. When the two went from Camp Powell to the police station Sunday afternoon Albertsmeyer opened up on Johnson and the latter turned around, faced him and told him to stop. Albertsmeyer did so, but there was a ruffled feeling between the men. When they got in the game they gat opposite each other at the table. A misdeal or wrong play, it is not known which, started an argument between the two. Albertsmeyer muttered something about Swedes not knowing how to play cards, whereupon Johnson rose to his feet and told him to stop then and there. Albertsmeyer uttered some vile words and struck at Johnson and the two were mixed for a short time. Patrolman Conklin was talking to turnkey Al Taffe when he heard the sounds of scuffling in the surgical room and he hurried inside and caught Albertsmeyer, threw him up against the wall and held him there. Albertsmeyer struggled to get free, but Conklin held him fast. Patrolman Kurtz, one of the strongest men on the force, then stepped into stop or he would take a hand in it himself. The two had no desire of trying the big policeman's fighting qualities, so they ceased their struggles and afterwards were

County Board of Review Organizes. The County Board of Tax Review met yesterday morning and organized by electing Assessor Joel Baker president and Aud-Hor Taggart secretary. The other member of the board is treasurer Holt. Charles A. Myers, deputy township assessor, was detailed to act as clerk of the board during its session. Notices were sent to fifty corporations to appear before the board to-day for the purpose of taxation.

apparently on good terms. The matter

was kept very quiet, but finally Superintendent Powell got wind of it and he is

investigating.

Wawasee Regatta Postponed. The Wawasee Yacht Club regatta, which was to have taken place to-day at Lake Wawasee, has been postponed until July 11.

Insure your home in the Glens Falls.

#### PLAN TO CONFISCATE

GEN. HARRISON'S CONTENTION IN THE STREET-RAILROAD CASE.

The Ex-President Makes an Able Argument-Effect of the City's New Franchise.

The argument in the street rallway litigation, which has occupied the time of the federal judges for a week, closed at 5 o'clock last night. Ex-President Harrison, for the Citizens' Street-railroad Company, made the closing speech, and followed attorney A. C. Harris, who spoke for the Company. Mr. Harris made the statement at the outset that the members of the yard, go at, per yard ......... 44c | Legislature who granted the street-car franchise in 1861 were ignorant of the traffic and operation of a street railway, or the regulations and conditions under which one should be laid down in the street. The public mind, he held, was not at that time given to matters of this kind. The public was interested in the preservation of the country, and the legislative body which granted the franchise was a special session. There is nothing in the act of 1861 suggestive of more than that the Legislature intended to create an artificial person with powers to operate an artificial railroad. The statute did not imply that the corporation to which it gave life was to run on forever, and that it could not dissolve itself, PIANOS for rent at lowest or that its charter shall be forfeited under the law if the corporation fails to meet the obligation conferred upon it. Therefore the word perpetuity has not the potency that the counsel on the other side place upon it. Primarily the streets are the property of the State, and the Legislature in 1861 intended to say that so far as the city was concerned, with certain exceptions, it should have the exclusive power which it then exercised.

Mr. Harris devoted much of his argument to the extension of the ordinance thirty-seven years. He explained that the PIANOS at prices to suit every- motive for that extension was because the company had a debt of \$300,000 on which onds had been issued. Thomas Johnson went to the Council and asked for an extension of the franchise so that money could be readily obtained. The contract was extended seven years. Mr. Harris held that the investments under the ordinance of 1889 could not be said to have been made under the seven years ordinance unless it would be held by the court that the electric ordinance took up and made the seven years ordinance a part of it. The attorney concluded that the discussion had now narrowed down to whether the electric ordinance implies that the seven-years ordinance has been attached to the ordinance of 1864 become a part of it or whether this arate and distinct ordinance and contract without regard to the seven-year ordinance To illustrate his contention the attorney ecited a contract made between a landlord and tenant in which the latter leased a farm for thirty years, with the provision that he was to raise nothing but wheat. Afterward an indorsement is put on the back of the contract stating that the lease is extended to thirty-seven years. Before the expiration of thirty years the tenant esires a change of crop, and a new contract is made, the tenant being permitted to raise corn and potatoes during the period of the first lease. Here they are making new contract for a new consideration. The city received no money consideration. Mr. Harris concluded his argument at oon, and court adjourned until 2 o'clock. At that hour General Harrison began to speak, his argument continuing for nearly three hours. He said:

GENERAL HARRISON SPEAKS.

"May it please your Honors: The pro-

tracted and able discussion which this case

has already had at the hands of my associates and of the counsel representing the defendant has, I think, in a large measure, served the first end of discussion-which is to concentrate the issue; to bring the parties in contact. What I say must be largely in the nature of repetition, and an attempt to gather up and bring togetherto focus upon particular points-what has already been said by my colleagues. In a legal battle like this, if your Honors please, the first array, the coming together, is not unlike the meeting of two great armies. There is a good deal of skirmishing for osltion. You don't know just where your adversary will locate himself, and the wings are extended and the flankers put out until the real lines have developed themselves so that each may see just the position which the other has assumed And sometimes, if your Honors please to We'll do them cheap, too, this dull follow this simile a little further, when we get into the heat of the fight our view of it is very much narrowed. We see particular things; but a broad, general view of the field is lost for the time being. I want, at the outset of my argument, to ask your Honors with me to take, first, a broad, general view of the situation of these contending parties, whose rights are now submitted for adjudication; and in doing so, if your Honors please, if there shall be presented some ensiderations growing out of the hardship f this construction or of that, I hope your Honors will understand that I am presenting them not at all with the view of swerving your Honors from the legal conclusions which must be reached, but only taken into account in construing this statute and these ordinances. It will be my purpose not to present a single consideration which your Honors may not appropriately take with you to the chamber of decision. I remark, then, in the first place, that the complainant is a street-railway ompany, having constructed and in operaion 108 miles of street-car track, equipped vith electrical appliances, and now being perated by electricity as a motive power. These tracks and these poles are embedded in the streets of the city of Indianapolis and the adjacent roads. Some of them, as o ties and rails, have become a part of the structure of the street by the introduction of these completer and better methods of treet improvements. Not all of this track s located upon the street or streets of the city of Indianapolis. Some of it is located upon what are now streets of the city of indianapolis, but what were, when the street-car tracks were located, turnpikes, the extension of the city limits having since brought them within the corporate limits. Other parts of these roads are suburban, running upon highways of the couny, license to use which has been obtained from the County Commissioners, and perhaps, to some limited extent, over rights way that have been procured from the wners of private property. The right to he use of some of these tracks is explicitly, by the very terms of the statute, made irrevocable; others of them contain some attempted limitation of time; but none of these limits are concurrent or coterminous with the limit of time which the city of Indianapolis has attempted to impose. "I state these facts with a view of bringing to the attention of the court the suggestion that a uniformity in the time for which these rights may be operated is essential to that unity of operation which itself is essential to the right discharge of the public use by this corporation. If the contention of our adversaries here prevails, we have a broken, disjointed series of tracks, the right to operate which is ter-minable at different times; and a system that fails entirely of the public purpose for which they were created. I am not intend-

> THEIR PUBLIC NECESSITY. "The construction of these tracks has nvolved the expenditure of a very large amount of money-several millions of dollars-I don't assume to state the exact amount. I don't know whether it is disclosed in the evidence; but in the very na-The next fact I desire to state in connection with this is, if your Honors please, that in connection with the construction of these lines, urban and suburban, there has grown up a public necessity that their use shall be continued and uninterrupted. The extensions of these lines are either upon the lines of the extension of the city, answering a demand for such service, or they are anticipatory of it. Take this city and these very lines, not to speak at any length of the general relation of street-railway lines to the public necessities of a city-the stoppage of these lines, the line on Pennsylvania street, on College avenue, the ine to the State fair grounds, any of these great trunk lines which are now in operation, would be a public calamity. It is not simply the convenience of men: how much of that can we afford to pay the officers went to arrest him he stood

ing now, however, to present an argument,

but simply to get before the court some

facts which may stand as a practical li-lustration of the results of this construc-

tion or of that of the laws under consid-

it is not simply that I find it convenient to the city for giving us the chance to gobble take a strest car to come from my resi- them up?" ience at the extrame north end of Pennsylvania street to my business near the Union Station, but it is that I cannot live where I do if this communication is withdrawn. It is not simply a matter of convenience, but a public necessity. Let us suppose, for one moment, that the elevated railways of New York and the surface roads, by some construction of the courts there, were suddenly stopped in their operation, that the use was terminated, why, if your Honors please, it would absolutely stop the busi-ness of that great city. Men would be practically as much shut off from their business establishments as if they were on the other side of the sea. Now I present this consideration simply to show the character of the thing with which we are dealing here. When these gentlemen describe this corporation to be a private one they altogether forgot the fact that it discharges not only a convenient public use, but that it has become a public necessity, and that this necessity grows with the experious every year.

tension of the city and becomes more im-"Now, I do not stop to make the application. I ask your Honors, when I come to construe the meaning of this statute, to bear in mind that you are dealing with a question which involves the discharge of an imperative public use. It is not to be believed that but for this consideration street railways would have been organized by the Legislature of Indiana. I do not present it at all as showing that these railways any more than our steam railways through the country are operated upon benevolent considerations. I simply present it to show that whatever of personal interest and profit there is here grows out of the discharge of and is incident to a public use, and would not be tolerated for one moment but that it discharges such

"Now what is the proposition here? It is that this use shall come to an immediate and complete end. It is, if your Honors please, that if the court should enter a lecree that if the plaintiff here had no right to operate a car, to terminate, to bring to an end, until some suostituce is introduced, the discharge of this duty. A few years ago, when travel upon our street rallways here was interrupted by a strike, so great was the inconvenience, so great the impatience of the public to have this use restored, that one or more of our citizens here, having no property interest in the railroad, no debt against the railroad, no other relation in the world to the railroad than that they were citizens of Indianapolis and interested that this public use should be continued, went before Judge Taylor, of the Superior Court, and applied to him for the appointment of a receiver of the railroad in order that this receiver might put the cars into operation and continue the discharge of this public use. Judge Taylor granted the application, if I recollect right. I don't know whether the receiver ever took possession. I give it only as an illustration in the history of this very corporation of how strenuous, impaimperious the demand is that this use shall be uninterruptedly dis-

ther company is to be substituted to discharge it. That must be it. I pause here to say upon that general subject that the question of public interest here is that this use shall be discharged with the highest efficiency with the lowest cost to the public, and that the corporation shall bear its appropriate burdens in connection with the municipality. It is not a matter of public interest that it shall be a corporation having these stockholders or those. It is nothing to you or me who these stock-holders are—it would be something to us f we were the owners-out as between others there is no public interest whatever in that question. The public interest is hat this use shall be served; that it shall be served with the highest efficiency, uninterrupted, and that the corporation shall make its appropriate contribution to the expenses of the city. A SCHEME TO CONFISCATE.

"I desire to remark here, for the mis inderstanding upon this subject has been widespread and is apparently ineardicable, that this complainant is not now affirming .nd never has affirmed that it is free in any degree from the strictest regulations as to the manner in which it shall discharge this use or as to the reasonable contribution it shall make to the public treasury of the city. Our position has been perverted to be a claim perpetually to exercise the right to operate cars on these streets without the imposition of any further necessary regulations. That s not true. Our contention simply has been and is that, under the law, the City Council of Indianapolis is not vested with the power to prescribe such regulations. In the State it exists with ampleness; i exists so amply that we are not to construe it out of the law, but to find i there. We are not to apply a power with limitations, but an ample, full, absolute sovereign power to deal with the corpora-

"Now, what does a transfer from one company to another involve? Why, either that the company having these structures in the streets shall have its property appraised by some appropriate judicial pro cess, and that under some law providing for it it shall transfer its powers and its property to some one else, or that it shall be confiscated. I call your Honor's attention to the fact that no provision is made in any law of the State of Indiana for any assessment of the value of the property I ask your Honor to note the absence o such a provision and its result; for surely we will not impute to the Legislature the intention that the property of one corporation thus located in the streets of a city should be transferred, as the attempt has made here, to another corporation, and the profit of it vided between the new corporation and th I will undertake to demonstrate to your Honors that that is precisely what this speculative charter, that is here reresented by the defendant, means; the the street-railway tracks of the present company shall be appropriated by the new company without compensation, and that the tribute from its tolls which this new company pays into the city treasury is a division of the profits made by that transaction, I will show your Honors as I progress that this negotiation bears on its this new company-making an agreement almost champertous in its nature—that they would indemnify the city for any damages and would conduct the suit that was to destroy our rights and establish theirs at its own expense. How is this transfer to be brought about? Have we the right to take up our tracks? Judge Seldon announced, in a case cited in 111th New York. in support of his conclusion in that case the doctrine that the franchise was pe petual; that these structures when th embedded in the streets became a part of the street and could not be removed. Th most onerous method that can be adopted as against the public in the conduct street-railway companies is to attempt enforce this idea of a limited term years. If I construct a railway track the city of Indianapolis and am limited to a term of thirty years, and at the end of that time must leave my expenditure in tracks to the city, what follows? must during these thirty years levy such exactions on the public as will pay the interest upon my investment and pay the investment back in full. Now, if we are not entitled to take up these tracks, these gentlemen propose to enter into the occupaion of them. There has not been absolute frankness-I say it in all kindness-in the statements that have been made to the court as to what these gentlemen get by that ordinance. The argument that they were to occupy other parts of the streets than those occupied by us is thoroughly disingenuous The City Council never intended it; their own notice shows this. They notified us that if we did not take our tracks out of a certain street by a day named they would regard them as aban-

General Harrison here argued at some length as to the impossibility of the new company running parallel tracks on the same streets with the tracks of the old company, claiming that the intention of the new company was to confiscate the tracks

"There has been an impression," he con-

of the old company.

tinued, "that there was great and abounding benevolence on the part of the new company, but I think, as I progress, I will show your Honors that that benevolence is wholly exercised at our expense. When we attempt to make any disposition of this vast investment represented by these tracks the city of Indianapolis has the nomination of the only one who can buy from us. There is no open market. This simply means confiscation. This is the complainant's situation, very briefly; and the defendant's situation is that it has no investment except in lawyers' fees-and those, hope, have been liberal-no investment of any sort but the costs of this litigation. They take this franchise-the city being apparently so doubtful of its right to grant it that they would not grant it unless these gentlemen would undertake the litigation that was before them and indemnify the city against any damages that we might have against them. If this new charter stands and the view argued by these gentlemen is maintained the result is that they get all these tracks for nothing. This was the condition upon which these gentleman undertook to pay in 15 per cent. of their gross earnings. It has been said that we were invited to that bidding; but upon what terms could we come to that feast? To us these tracks represented an expenditure of money that were the security of bond and stockholders whose money had gone into the plant, while these gentlemen, with the consent of the city, could simply say, 'What is the value to us now of these tracks that are to be entered upon and which are to cost us nothing, and

THE MATTER OF CONSCIENCE.

with clean hands; that we have no place in

a court of conscience. They say we have

accepted an ordinance and that we are now repudiating one of its provisions. And yet whenever an ordinance-the electrical ordinance, the extension ordinance, the attempt in the ordinance of 1864 to give us what was in effect, if carried out, an exclusive right-whenever these come up the city of Indianapolis feels at liberty to deny its power to execute them and these gentlemen feel themselves at liberty to avail themselves of that denial. But if in a single instance we deny the power of the city as to some limitation imposed upon us, then it is to be said that we are repudiating a contract and have not clean hands. When was this ordinance granted to these gentlemen? In April, 1893-nine months before our right expired according to their own construction. It took effect immediately. It purported from that day of April to give these gentlemen a right to take our tracks on Pennsylvania street, from Washington to Seventh, on Seventh from Pennsylvania to Talbott avenue, and on Talbott avenue to Tenth street and thence to the old State fair grounds. That grant gave not only a right to go upon the streets of the city, but it gave the right to the occupancy of the very parts of the streets used by us. "The intention of the City Council that the new company should use our tracks is clearly shown by the fact that the width of the street would make it physically impossible to operate another line parallel with ours. And it is also shown by the provision that whenever any street or streets 'have been paved or otherwise improved with any material different from that between the tracks, side tracks or switches'-you notice there the words 'have been,' that is, before this charter was granted-'have been paved or otherwise improved with any material different from that between the tracks.' Whose tracks? Ours. There was no other track there "The unimproved portion of · said street shall, at the option of the Board of Public Works, be paved or improved by said board with the same kind of material as the rest of the street, or with granite blocks on concrete foundation, if the party of the second part so elects, and the cost thereof charged to and paid by the party of the second part,' etc. They are to pay to the city the cost of asphalt between our tracks as they lie on Pennsylvania street, Washington Does it require any argument that they were to use our tracks? And, further, 'on streets that have been or shall be paved with brick, asphalt or granite, on which there are now streetcar tracks, and the paving of that part of such streets as is occupied by such tracks has been or shall be paid for by the abutting property holders, then, and in that the said party of the second par shall, within one year after the passage of the ordinance, pay into the city treasury the cost of so much of said pavement as is included between all rails, including the space between the tracks where there are double tracks, side tracks or switches, and for a distance of eighteen inches on the outside of each rail of each track.' Is there any doubt about what that means? Above St. Clair street, by reason of the contract between the city and the streetrailway company, the company was not bound to pay for improvements between the tracks, as was decided by the Supreme Court; and in view of the narrowness o the street the property holders had it all improved with asphalt. And now this company is to pay back within one year to the property holders the cost of the asphalt pavement between our tracks. Does that mean they are to occupy some other part tear it up and lay their tracks? The duty to restore the surface as they found it would be all that could be properly laid upon them in that case. But this is a part of the bargain by which they are to have

"The section of all rails used on new lines and for renewal of any line shall be approved by the Board of Public Works." Where were these gentlemen to get their old ines on which to make renewals? Everything was new to them. This clearly discloses, it seems to me, the contemplation that they were to take our lines." General Harrison discussed at length the claim of the Citizens' company to a perpetual right in the streets of Indianapolis and conclude his argument as follows: THE GENERAL SUMMARIZES.

"If your Honors will permit me to sum-

marize a little I will close my argument. We have here a great investment; we have here a great system serving a public use, so necessary to the health, convenience and comfort of the city that its stoppage for twenty-four hours is a calamity. We have here a corporation endowed by the State with the power to continuously serve that use, one that is not turned out to prey upon the communities in which it is established but which is thoroughly regulated by the State and may have any burdens placed upon it that are suitable and reasonable. We have here a statute giving that corporation perpetuity. Any life short of that is a life shorter than the purposes for which it was created. It is an untimely end if it ends and leaves the use unserved We have here a proposition to cut off this use suddenly and effectually and to turn over this property to a corporation that has manifestly been organized upon the theory that here was a carcass to be devoured; that we had here what we could not get out of the streets and that we would either part with by contract for a song or they would take under the express grant of the city to take and use it. Unless they are to take and use these tracks a most distressing. inconvenient and unfortunate interregnum must elapse between the taking up of our tracks and the laying of tracks by another company. And all this is undestood to be deduced from a statute that has conferred upon the city a power to consent to three definite things; and I know with your Honor's familiarity with these things that you would never consider 'operation' as included in any one of them. The distinction between construction and operation is sharp and clear, and yet operation is to be interpolated there to accomplish their purpose. These consideraface the confession of the city that it was | tions, it seems to me, absolutely forbid that dealing with a matter that it had no right these three words, 'location, survey and to deal with, and that it took bonds from construction,' shall be strained to include construction,' shall be strained to include another word, 'operation,' that is never involved, in railroad management or any other, in the use of the others. And thus, by a doubtful construction-no, more than that: it is not construction at all-to insert the word 'operation' there is to legislate, for neither of your Honors, in any contract, ordinance, agreement or law, that has used with reference to a railroad these three terms, 'location, survey and construction,' would ever understand that they meant operation. Your Honors are invited to legis late, and to legislate in the accomplish ment of such purposes as I have inagequately and without passion attempted to lay before you. I hope in this discussion have made good the purposes with which I started, and that I have not thrown into it any suggestion that is not worthy to go with your Honors when you go into that tribunal of judgment where the rights of my clients are to be settled. "I am sorry that we have occupied so long the attention of the court, and that, while these matters wholly between parties have been under discussion, other matters involving a large measure of public interest have been occupying your attention, that your minds have been distracted and your time somewhat absorbed by other considerations threatening the peace and good order of the communities Honors serve as judges. And yet, if your Honors please, what a fine tribute to our

institutions it is that, while these things are going on and mobs are threatening a few cities, the great, deep current, the peaceful, forceful flow of our civil order, s not stayed for one moment, but here the courts are administering the law be tween those who have invoked its aid, and the general peace of the Nation is scarcely

SUIT AGAINST A CANDIDATE.

Charges Against W. J. Schleicher, a

Democratic Nominee. John P. Leyendecker, as attorney for Frazier Griffiths, will to-day file suit against William J. Schleicher, asking damages in the sum of \$15,000. The defendant is a candidate for the nomination for county commissioner on the Democratic ticket. The plaintiff in his complaint, to be filed this morning, charges that on March 30 the defendant came upon the plaintiff's premises and in an insolent manner threatened him and forcibly took therefrom a buggy. He avers that his wife witnessed the affair, and by reason of the excitement of the occasion a child born few days thereafter was born dead, The effect of the nervous excitement upon the wife, it is said, was such that she has ever since been confined to her bed.

A Grave-Robbing Vagrant. In the Police Court, yesterday morning, Jeff Garrigus, the grave robber, of this city, was fined \$25 and costs and sent to the workhouse for vagrancy. James Haley and Maurice Lucid were arraigned for attempted burglary. They were discharged. Martin Shim waived examination for burglary and was held for the action of the grand jury. Fred Escott was arraigned for wife desertion, and the case continued till July 13. The case against Fred Henningcamp for selling liquor to a drunken man was continued till July 12 Ben White was fined \$10 and costs for assault and battery upon his wife. When

in the door with an axe and refused to surrender until they drew their revolvers.

Jesse Raper was fined \$10 for drunkenness. He attempted to commit suicide with pare-"It has been said that we are not here

> Gave Her the Writ. A new point of law was raised in Room 2 of the Superior Court yesterday afternoon in the suit of Minnie Jones for divorce from her husband, James M. Jones. The defendant asked a writ of the court ordering the defendant to turn over to her certain household property which she alleged had been purchased by her. No bond was filed with the complaint, and the court at first declined to issue the writ. After considerable argument the court concluded that the plaintiff was entitled to the writ and it was issued. Maria Scahill sued Thomas Scahill for livorce. She alleges marriage in 1867 and

The Fulford Case. The trial of E. D. Fulford was continued in the Criminal Court yesterday. During

desertion in 1874.

the afternoon, at the conclusion of the State's evidence, the defense moved that the State be compelled to elect upon which forgery of the number alleged it would depend for a conviction. The jury was withdrawn and this point argued at length by counsel. It was taken under advisement by the court, and will be passed upon this morning. The proprietor of the hotel at Greenfield testified as to the number of days that Fulford and the men under him

were at the hotel. John Smith's Estate.

Elmer Marshal was yesterday appointed administrator of the estate of John C. Smith, the railroad conductor who committed suicide a few days ago. He carried life insurance amounting to \$5,000 and left real estate valued at \$6,000.

ENDEAVORERS WILL SURELY GO. Railroad Managers Promise Them

Safe Journey to Cleveland.

The annual meeting of the Y. P. S. C. E. will begin its sessions in Cleveland, O., tomorrow night. The committee of this State has been making arrangements and preparations for places for the delegates who will go from here, and have met success. Many inquiries have been made as to the safety in the journey on the railroads. The special will positively leave Wednesday morning at 11 o'clock, and the officials have assured the committee that all will be taken and returned safely. Among those Haines, Rev. J. A. Rondthaler, Miss Wishard, the State secretary, Rev. Knox, Miss Adelaide Carman, Miss Garnet Ashbrook and others. It is expected that the delegation from this State will number five hundred. The number from the United States will be in the neighborhood of fifty thousand. Great preparations have been made in Cleveland for the entertainment of the visitors, and various places for meetings have been arranged.

A Vandalia Engineer Assaulted. Henry Zink, a Vandalia night engineer, was attacked by two men on South Illinois street, near Merrill street, yesterday morning as he was going home from work. He had been visited by several committees of strikers who attempted to get him to go out on a strike. He refused on all occasions and this made the strikers very angry. It is supposed by the railway officials that the two men who attacked him were on those committees. As he was about to pass his assailants they started towards him in a threatening manner. Zink knocked them down, but they rose to their feet and obtained some bricks and threw them at him. Several firemen from No. 10 engine house heard the scuffling and rushed out and separated the struggling men. After the firemen returned to the engine house the two renewed the attack on Zink and he knocked one of them unconscious with a club. He kept the other at bay until the arrival or police officers, who arrested the men. They gave their names as James Butler and Walter Hoken.

Sim Coy Closes His Saloon. Sim Coy, the Democratic leader, has quit the saloon business. He said he was able to make money under the Sullivan administration, but had lost under the present one. He has turned his place over to the

Dr. Price's Cream Baking Powder World's Fair Highest Award.

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the hours, quarters and the minutes. We will be pleased to have you call and see them and our large line of

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